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Document Number	**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ENCLAVE AT HUNTER OAKS SUBDIVISION** Document Title

Recording Area

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Tax Parcel Nos. See Exhibit A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ENCLAVE AT HUNTER OAKS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions of The Enclave at Hunter Oaks Subdivision (this "Declaration") is made and entered into by Bielinski Development, Inc. ("Declarant").

Recitals

Declarant is the owner of the real properties, described on the attached **Exhibit A**, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such properties and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such properties described on **Exhibit A**, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real properties; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real properties.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association
The "Association" shall mean The Enclave at Hunter Oaks Homeowners Association Inc., the members of which shall be all Owners of Lots in the Subdivision.

1.2 Association Insurance
"Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Board
The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.4 Building
A "Building" shall be any freestanding structure located in the Subdivision.

1.5 Bylaws
The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

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1.6 City
"City" shall mean the City of Watertown, Wisconsin, and its successors.

1.7 Common Areas
The "Common Areas" shall consist of all areas of the real properties as described and identified on **Exhibit A**, **Exhibit B**, and **Exhibit C** throughout the Subdivision for which the Association is required to maintain as set forth in this Declaration including the Outlot and all easements that are for the benefit of the Association.

1.8 Common Improvements
The "Common Improvements" consist of the following, which may be located in Common Areas: all signs on the Property generally identifying the Subdivision as The Enclave at Hunter Oaks Subdivision, and any improvements made in the Common Areas by the Association or the Declarant.

1.9 CSM
The "CSM" shall mean Certified Survey Map No. 6532 attached hereto as **Exhibit B** and recorded in the Register's Office on December 13, 2024 as Document Number 1490521.

1.10 Declarant
The "Declarant" shall mean Bielinski Development, Inc. and the successors and assigns of Declarant pursuant to the assignment in accordance with Section 14.7 of this Declaration.

1.11 Declaration
"Declaration" shall mean this Declaration as the same may be amended from time to time.

1.12 Director
A "Director" shall mean a member of the Board.

1.13 Drawings
The term "Drawings" is defined in Section 6.2.

1.14 Lot
"Lot" shall mean a platted lot intended for construction of a residence as shown on the CSM or the Plat, as applicable. The reference to a Lot by a number shall mean that particular Lot as shown on the CSM (for Lots 1 through 4) or the Plat (for Lots 5 through 44), as applicable.

1.15 Mortgage
"Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

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1.16 Mortgagee
"Mortgagee" shall mean the holder of a Mortgage.

1.17 Occupant
"Occupant" shall mean the Owner and any other person residing on a Lot.

1.18 Outlot
"Outlot" shall mean Outlot 1 as shown on the Plat.

1.19 Owner
"Owner" shall mean each fee simple owner of a Lot or the Outlot. The Declarant is an Owner with respect to Lots to which it holds title.

1.20 Plat
The "Plat" is the plat of a portion of the Property attached hereto as **Exhibit C** and recorded in the Register's Office.

1.21 Property
The "Property" shall mean the real estate subject to this Declaration, as described on **Exhibit A** and all Buildings and other improvements constructed or to be constructed thereon.

1.22 Register's Office
The "Register's Office" shall mean the office of the Register of Deeds for Jefferson County, Wisconsin.

1.23 Rules
The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.24 Subdivision
"Subdivision" shall mean all Lots as shown on the CSM and the Plat.

1.25 The Enclave
"The Enclave" shall mean The Enclave at Hunter Oaks Subdivision, which is comprised of all Lots and Common Areas located on the real properties described on the attached **Exhibit A**.

1.26 The Enclave Subdivision Documents
"The Enclave Subdivision Documents" shall consist of this Declaration, Articles of Incorporation of the Association, the Bylaws of the Association, and the Rules (if any).

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ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration

Declarant shall establish the Association to serve as an organization of all Owners of Lots in the Subdivision and to maintain the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting

Each Owner shall be a member of the Association. The Owner(s) of each Lot shall be entitled to one (1) vote for each Lot owned. Each Lot owned by Declarant ("Declarant Lot") shall be entitled to three (3) votes for each Declarant Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association

Declarant shall have the right, in Declarant's sole discretion, to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) sixty (60) days after the receipt of occupancy permits from the City for all of the Lots; or (2) Declarant's election to waive its rights to control.

2.4 Management

The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of any penalty.

2.5 Approvals

Except for proposals requiring approval by the ACC, defined below, pursuant to Article 6 hereof, any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas

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of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out-of-pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association President indicates approval in writing.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments

The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments, or fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments

General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens

If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the

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foreclosure of its lien. Under Section 2.2 hereof, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements

Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Common Expenses and Surpluses

Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.6 Payments by Declarant

As long as the Declarant owns a Lot, Declarant will not be responsible for payment of general or special assessments, but Declarant will pay to the Association the amount by which the actual common expenses exceed the actual receipts of the Association during the fiscal year, provided however that (a) for this purpose, common expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (c) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

3.7 Government Foreclosure

In the event Jefferson County and/or the City become the Owner of any Lot through the tax delinquency process, the foregoing provisions shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed by this Declaration. Further, in the event Jefferson County and/or the City become the Owners of any Lot through the tax delinquency process, neither the County nor the City shall have any personal obligation for the payment of past due Association assessments but would be required to pay Association assessments for periods after ownership transfers to Jefferson County and/or the City.

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ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility

Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility

The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including all uniform mailboxes, landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

4.3 Maintenance of Outlot, Drainage Easements, Common Areas and Entrance Signage

Appurtenant to the ownership of each Lot (including the Lots described on the CSM and the Lots described on the Plat), the Lot Owners shall have an equal, undivided interest in the Outlot and an equal undivided fractional share of the cost to repair, maintain or restore the stormwater management facilities located on the Outlot. The Association has the responsibility of properly landscaping and maintaining the Outlot, Common Areas, street islands and subdivision entrance signage. Subject to the provisions of Section 4.4 below, the Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration and all drainage easement areas within Common Areas. In the event the Association does not properly landscape and/or maintain said items, the City may send written notice to the Association setting forth which of said items the City has determined are not properly landscaped and/or maintained, and stating that the City may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the City determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the City determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the City shall have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the City as a result of said landscaping and/or

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maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the City of Watertown, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats. Declarant reserves the right to enter into a separate agreement with the owners of adjacent parcels to provide for the sharing of responsibility for storm water maintenance.

4.4 Day-to-Day Maintenance of Drainage Easement Areas

The day-to-day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day-to-day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the City's authority of enforcement against the Association, as described in Section 4.3, above.

The Association shall also be responsible for the continuous maintenance of the storm water facilities for the Subdivision. This includes all requirements of the recorded Storm Water Maintenance Agreement, including the annual reporting and compliance features which are to be forwarded to the City Clerk.

4.5 Maintenance of Sidewalks

Each Owner will be responsible for clearing the sidewalks adjacent such Owner's Lot of snow, ice, debris, materials, or any other items that may cause limitation of use or a hazardous condition for use by the public.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses

Each Lot shall be occupied and used only for single-family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any City ordinances or any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of The Enclave Subdivision Documents and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

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5.2 Connection Between Ownership and Occupancy of Lots

Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of The Enclave Subdivision Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months. Any lease or rental agreement must be in writing.

5.3 Vehicles

a) No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

b) Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street. Except for temporary parking as defined later, there shall be no outside storage of boats, trailers, buses, large trucks, or campers (such vehicles, "Temporary Vehicles"). Temporary parking of Temporary Vehicles shall be allowed between April 15th and November 15th of each year and shall be on site no more than a total of 90 days per year or no more than two weeks at a time during such seven (7) month period. Notwithstanding the foregoing, inoperable vehicles or other vehicles deemed to be unsightly by Declarant or the Board shall not be allowed to be parked in the driveways at any time. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

5.4 Waste

Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence, garage, or outside the home; provided however refuse and garbage receptacles stored outside the home must be screened by landscaping and/or solid fencing. The screening of the refuse and garbage receptacles must be approved in writing

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by the Association prior to storing refuse and garbage receptacles outside the home, which such approval is in the sole discretion of the Association.

5.5 Restricted Dumping

No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot which is vacant within the Subdivision.

5.6 Temporary Structures

No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association. Any "structure" as defined by the City Code of Ordinances, shall be required to comply with all size and setback requirements.

5.7 Quiet Enjoyment

Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.8 Noxious Activity

No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of The Enclave Subdivision Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment.

5.9 Patios and Balconies

Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.10 Signs

No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within the Lot erect or post a temporary sign of customary and reasonable dimensions relating to the Lot being for sale or for an open house of a Lot for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may

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be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. Notwithstanding the forgoing, all signs shall conform to City standards, as specified in the City Code of Ordinances.

5.11 Environmental Matters

Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

5.12 Pets

No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as allowed by City ordinance. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the Architectural Control Committee has approved of a dog kennel, fence or invisible dog fence as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Control Committee

Declarant hereby establishes an Architectural Control Committee ("ACC"), related to the Association as provided herein, which until the receipt of occupancy permits from the City for all of the Lots, Bielinski Development, Inc. shall solely control the ACC. After the receipt of occupancy permits from the City for all of the Lots, the ACC shall consist of the Board. One or more ACC members may delegate their duties to any one or more of the other ACC members. Buildings and other improvements installed by Declarant, or existing on the date hereof, shall not be subject to any of the terms and conditions contained in this Article 6.

6.2 Prior Approval for Improvements

Prior to the commencement of any of the activities listed below, the Owner(s) of the Lot shall submit to the ACC two (2) copies of a sketch or survey

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("Drawings") of the affected Lot prepared by a licensed surveyor, engineer, architect or designer:

a) The construction of any Building or other improvements on any Lot, or the reconstruction thereof following a casualty loss thereto, or

b) The demolition of any Building or other improvements on any portion or portions of a Lot, or

c) The painting, decoration or alteration of the exterior of any Building or other improvement on a Lot, or

d) The installation of any awning, enclosure, hot tub, deck, gazebo, garden, play equipment, trampoline, swimming pool, mailbox, fixed grill, fence (including invisible dog fences) or other landscape features on any such property.

6.3 Prior Approval for Changes

If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 6.2 above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the prior approved improvements.

6.4 Review and Approval Process

None of the activities listed above in Section 6.2 shall take place without the prior written or deemed approval, as defined in Sec. 6.4 b) 2), by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

a) The Drawings shall include the following on the Lot survey with precise placement clearly indicated:

1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view, and

3) the proposed landscaping.

b) Standards and Procedural Matters of Consideration for Approval

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1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawings, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and the City ordinances and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto provided that the Building or other improvement is reconstructed identically to what was approved prior to the casualty.

2) If the ACC fails to approve of or object to the Drawings within sixty (60) days after submittal of the complete Drawings and payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.

3) Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

6.5 Separate City Approval

Matters which require approval of the ACC may also require approval of the City. Obtaining approval from the ACC and from the City is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be

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deemed approval by the City and approval by the City shall not be deemed approval by the ACC.

6.6 Procedures and Budget

The ACC may set its own operating procedures consistent with this Declaration including forming a sub-committee of three (3) Owners to oversee and manage improvements except for the construction of a new Building or reconstruction of an existing Building. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not require the payment of a review fee by an applicant Owner in connection with the submittal and review of any Drawings. The ACC may engage and employ consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

6.7 Uniformity Standards; Waiver

The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted and may waive any standard contained herein provided such waiver does not violate any laws or ordinances, included but not limited to zoning and building codes. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

6.8 Indemnification

Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of a settlement of such proceeding, this indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person

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to be indemnified has not been guilty of negligence or willful misconduct in such person's performance as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing herein shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.9 Architectural Requirements & Guidelines

a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story:	1,300 Square Feet
1 ½ Story and 2 Story:	1,500 Square Feet

b) Lot Setbacks – Principal Structure

Front Yard:	24 feet
Rear Yard:	25 feet
Side Yard:	8 feet on each side of all structures
Side Yard (corner Lots):	20 feet

c) Diversity of Model Type

Homes adjacent to, directly across from, or in the immediate vicinity of each other cannot be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a residence because another residence in close proximity would be too similar in appearance. Changes to the front elevations of homes, as determined by the ACC, shall be sufficient to allow ACC approval of similar floor plans.

d) Basements

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

e) Garage

Each home on a Lot is required to have a minimum 2-car garage attached with entry from the front of the residence.

f) Driveway

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Driveways shall be paved within (12) months of Owner's receipt of an occupancy permit. The driveway must be paved with concrete and shall be installed no closer than three (3) feet from the side yard Lot lines, and each Lot is restricted to only one (1) access point to the street.

g) Siding

The exterior siding of a home may only be made of materials such as brick, stone, stucco, wood, composite wood, engineered wood, vinyl siding, or fiber cement.

A portion of the front façade of each home may include brick or stone material in an amount dependent upon the architecture of the specific home to ensure that the home has a high quality of aesthetics.

h) Windows

Each home is required to use shutters and/or wide window trim (rough sawn cedar, composite wood or engineered wood) on every window on the front façade of the home. There shall be no windowless elevations.

i) Corner Boards

Each home is required to use rough sawn cedar, composite wood, or engineered wood corner boards on all corners of the home. The type of corner boards that are used on the front of the home must be used on the sides and the rear of the home to maintain architectural consistency.

j) Aluminum Wrapped Exterior

The exterior of the home may have aluminum-clad soffit and fascia.

k) Roof

A residence shall have a roof of architectural grade dimensional shingles. The color of the shingles shall be one of the ACC approved colors. Each home must have a minimum roof pitch ratio of 6:12 on the main body of the roof.

l) Mailboxes

A uniform mailbox/newspaper box shall be purchased by the Owner from the Declarant or a supplier designated by the Declarant. Declarant shall install the mailbox/newspaper box in a location as determined by the U.S. Postal Service.

m) Fences

All fencing (including invisible dog fencing) must be approved by the ACC prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, no fence erected on any residential Lot shall be higher than three (3) feet from the graded surface of the ground if the fence is installed in the front yard of the Lot and no fence shall exceed six

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(6) feet from the graded surface of the ground elsewhere on the Lot including privacy fences installed near the home for the purpose of screening views between neighbors from side to side which are not installed in the front yard of the Lot. The fencing must be an open type of construction and not inhibit seeing through from one side of the fence to the other except for privacy fencing. No chain-link fencing shall be permitted.

Any invisible dog fences shall be installed on the Lot only and not within any City road right-of-way.

Fences are not allowed to encroach into utility easements without permission from the utility provider. Each homeowner is advised to contact the utility provider in the event they want to encroach into a utility easement to make sure they understand all restrictions and rules regarding such easements.

n) Additions to the Exterior Home

Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the ACC. All future additions are subject to the architectural controls of this document.

All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

o) Antennas/Satellite Dishes

No antenna, aerial, satellite dish, cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on any roof or any other portion of a Building or on the unimproved portions of a Lot, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the ACC. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building on a Lot. Any satellite dish approved by the ACC shall be the smallest sized satellite dish available and shall be installed near the rear of the home. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must comply with City ordinances.

p) Clotheslines

Clotheslines may be installed and/or used on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

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q) **Pools**
Above-ground pools or in-ground pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve a pool which is not completely enclosed by a secure wall or fence with a self-closing or self-latching gate or door (at the top of such gate or door) and if the pool is not properly screened from view by proper landscaping.

r) **Walkways**
All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

s) **Decks**
Decks must be located to the rear of the dwelling and approved by the ACC and the City prior to installation.

The height of the deck is limited to the ground level finished floor line.

Decks may be constructed of treated wood or composite as long as the color and material are in harmony with the adjacent home.

t) **Patios**
Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home.

u) **Fixed Grills**
All fixed grills must be approved by the ACC. Permanent grills should be placed behind the rear elevation of the house and should not be placed within fifteen (15) feet of the side and rear property lines.

v) **Dog Kennels**
Dog kennels must be located immediately adjacent to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC may condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

w) **Utilities**
All utilities must be installed underground.

x) **Solar Collectors**
No exterior active solar collectors shall be erected, installed or used unless presented in drawings and approved by the ACC and the City.

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y) Pool Houses and Sheds Permitted/No Accessory Structures

If an Owner installs a swimming pool that has been approved by the ACC on a Lot, a pool house will be permitted on such Lot provided the Owner complies with the conditions contained in this paragraph. All pool houses shall be of a style, color, and building material consistent with the residence on the Lot and shall not exceed a size of One Hundred (100) square feet and shall be constructed upon a concrete slab. No more than one (1) pool house shall be allowed on a Lot. Pre-fabricated buildings are not allowed to be used as pool houses. All pool houses must be approved in writing by the ACC prior to construction. If an Owner desires to connect electricity to the pool house, whether at or after the time of the initial construction, the installation of electrical connections must be underground. All pool houses shall also be subject to the City Code of Ordinances and shall be required to comply with all size and setback requirements that may be more restrictive than what is permitted by this Declaration.

All storage sheds shall be of a style, color, and building material consistent with the residence on the Lot and shall not exceed one storage shed per Lot with a size of One Hundred Twenty (120) square feet. Pre-fabricated sheds are not allowed. All sheds must be approved in writing by the ACC prior to its construction. If an Owner desires to connect electricity to a shed, whether at or after the time of the initial construction, the installation of electrical connections must be underground. All sheds shall also be subject to the City Code of Ordinances and shall be required to comply with all size and setback requirements that may be more restrictive than what is permitted by this Declaration.

Except for pool houses and sheds described above, there shall be no accessory structures of any kind permitted in the Subdivision.

6.10 Landscaping Requirements & Guidelines

a) Existing Vegetation

No existing live tree with a diameter of four inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the written approval of the ACC.

b) Grading

NOTICE: LOT OWNER'S OBLIGATION: Declarant and the City have agreed to a certain Storm Water Management Plan and Master Grading Plan on file in the office of the Declarant and the offices of the City's Building Inspector and the Owner of every Lot in the Subdivision is bound by the same. Each Lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any

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amendment thereto approved by the City Engineer on file in the office of the City Clerk. The Declarant and/or the City and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot Owner is responsible for cost of the same.

In the event of a conflict between any proposed Drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control.

c) Ponds

No ponds shall be constructed on a Lot without the prior approval of the City. Rain gardens are encouraged to help slow the rates of storm water runoff, but the ACC must first approve them.

d) Lawns

Each homeowner is required to plant a lawn (seed or sod) within the first twelve (12) months after receipt of the occupancy permit from the City. Notwithstanding the timeframe requirements, the Storm Water Management Plan for the Property requires all disturbed land areas to be immediately vegetated.

e) Plantings

1. **Foundation Plantings** – At a minimum, each homeowner is required to plant a foundation planting in the front of their house within the first twelve (12) months after receipt of the occupancy permit from the City. The foundation planting will contain a minimum of six (6) shrubs of at least two (2) gallon size with a minimum total of ten (10) plantings. Plantings may consist of any combination of shrubs, perennial plants, decorative grasses, etc.

2. **Trees** – Each homeowner is responsible for planting one (1) ornamental tree in the front yard of the Lot. The tree must be planted within the first twelve (12) months after receipt of the occupancy permit from the City. Ornamental trees can be described as trees that enhance the dimension of the landscape with flowers, leaves, fruit, and spectacular fall color. Ornamental trees are also compact in size which makes them suitable for use in areas where shade trees are not appropriate.

3. **Grading**- All Grading must comply with the approved Master Grading Plan. The Owner assumes all responsibility to make sure compliance is followed during their landscape process. Builder/Declarant assumes no responsibility if non-compliance of the Master Grading Plan occurs.

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Reestablishing of drainage swales and surface water drainage prior to landscaping may be required due to settling or erosion runoff that may have occurred prior to Owner's landscaping.

f) Vision Triangles

There shall be no planting of perennials, shrubs, or trees within any vision triangles located at the intersection of all streets that exceeds a height of twenty-four (24) inches. Refer to the Plat, CSM, and City Ordinances to determine the size of the vision triangle. No trees shall be permitted to encroach on the minimum vision triangle easement parameters unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

g) Retaining Walls

Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures. Retaining wall locations and design shall be consistent with the master grading plan.

h) Maintenance

Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of grass on the Lot. Each Subdivision Lot Owner adjacent to or the Owner of a Lot with wetlands shall not mow or otherwise disturb any plants, trees, bushes, grasses, animals or other things growing, living or located in a delineated wetland, or other environmentally sensitive area. Wetland delineation posts shall not be removed.

Until grass is planted on each Lot, the Owner shall be responsible for compliance with the City's Weed Control Ordinance.

Each Owner is responsible for keeping the lawn and landscape in their yard in good maintenance. Should the landscaping be left in an unmaintained state as to become a nuisance or an eye sore, the Board retains the right to remedy the nuisance and assess the costs back to the Owner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the Board can take action.

ARTICLE 7. INSURANCE

7.1 Association Insurance

The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty

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insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

7.2 Coverage of Association Insurance

The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

7.3 Proceeds

Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

7.4 Cost

All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

7.5 Waiver

The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

7.6 Acts Affecting Insurance

No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate

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of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

7.7 Exclusions From Coverage

Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitees, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 8. AMENDMENT OF DECLARATION

8.1 General

Subject to the restrictions herein, this Declaration may be amended at any time by Owners possessing sixty-seven percent (67%) of the votes available in the Subdivision; provided, however, that no further amendment to or modification of this Declaration shall be effective unless such amendment is approved in writing by the Declarant so long as Declarant owns a Lot. In addition, notwithstanding anything to the contrary in this Section 8.1, until the initial conveyance of all Lots in the Subdivision by Declarant, Declarant in its sole capacity and without any votes from Owners may amend any terms in this Declaration for any reason, including but not limited to for purposes of clarification, correction of errors and omissions and to otherwise implement the intent of the Declaration. An amendment shall take effect upon the date of the recording thereof.

8.2 Procedures

Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 9. RIGHTS OF MORTGAGE HOLDERS

9.1 Notice

Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such

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holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of The Enclave Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any amendment to the Declaration as set forth in Article 8 above.

9.2 Mortgagee Acquisition of Lot

A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 10. RIGHTS OF DECLARANT

10.1 Reserved Rights

Pending the sale of all Lots by Declarant, Declarant:

(a) may use the Outlot and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 20 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlot as may be required in Declarant's opinion for furnishing any kind

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of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

(d) may apply the covenants contained in this Declaration to future stages of the development of The Enclave. The future stages of the development of The Enclave shall only include lands which are adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages shall become subject to this Declaration by the recording of an amendment to this Declaration with the Register of Deeds for Jefferson County, Wisconsin. Except with respect to future stages of the development of The Enclave, such an amendment to this Declaration shall not revoke, modify or add to the restrictions and covenants contained herein. Notwithstanding anything contained herein to the contrary, such an amendment as referred to in this Section, shall only require the consent, approval and signature of the Declarant.

ARTICLE 11. REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies

If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

11.2 Owner or Occupant Violation; Association Right to Cure

In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues

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for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12. EASEMENTS

12.1 Right of Entry

A right of entry to each Lot, Common Area and Outlot is reserved to the Association or its agents to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association or its agents onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

In addition, a right of entry to each Lot, Common Area or Outlot is reserved to the Association or its agents to inspect such Lot, Common Area, or Outlot for compliance with the City Master Grading Plan, and provided request for entry is made no less than twenty-four (24) hours in advance and such entry is limited in scope so as to extend only as is reasonably necessary to inspect for compliance with the City Master Grading Plan. In the event a Lot is not in compliance with the City Master Grading Plan, the Association shall give written notice to the Owner of the non-compliant Lot. If the Owner of the non-compliant Lot has not brought the Lot into compliance with the City Master Grading Plan within thirty (30) days of such notice, then the Association may enter onto the Lot for the purpose of bringing such Lot into compliance with the City Master Grading Plan, and may charge the Owner for the necessary costs of such work, and may have a lien against the Lot for the same. In the event the Association is not in existence or otherwise fails to act, then any Owner who is aggrieved by a failure to comply with the City Master Grading Plan may independently enforce this Section 12.1.

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Further, a right of entry to each Lot, Common Area or Outlot is reserved to the City to inspect, repair or restore any portion of the Property so that it is in compliance with all applicable provisions of the City's Municipal Code. All costs incurred by the City in exercising its right to inspect, repair or restore a portion of the Property shall be borne by the Owner of the portion of the Property necessitating such inspection, repair or restoration and if not paid for by such Owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the portion of the Property and collected as a special charge by the City.

12.2 Drainage; Wetlands

An easement is reserved to Declarant, the Association and the City over Lots and the Outlot for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the CSM and Plat (including, but not limited to, the Public Storm Sewer and Drainage Easements and Existing 7.5' Wide Storm Sewer and Drainage Easement), or in any Storm Water Management Plan referenced in Section 6.10, as well as the right and authority to use, operate, maintain and repair (including reconstruction) such drainage system elements and associated facilities and including but not limited to culverts, storm sewers, drainage ditches, other drainage facilities and tributary connections. Such drainage facilities are located on the Outlot. Should it become necessary for the City to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially charged for any expenses incurred by the City. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance. No phone, electric or gas utilities shall be permitted within the drainage easements unless the utility crosses the drainage easement at a ninety-degree angle. Portions of the Outlot contain wetland areas designated as "Existing Wetlands" and these wetland areas shall be preserved as wetlands and open spaces areas, with any improvements of the Outlot strictly limited to those areas outside of the wetland boundaries. Unless otherwise approved by the City and other jurisdictional governmental agencies including the Wisconsin Department of Natural Resources, all of the area included in the wetland areas shall remain and be retained in their natural, undisturbed state.

12.3 Vacant Lot Maintenance

Prior to an Owner building a dwelling and/or completing landscaping, the Owner shall be responsible for maintaining the Lot by trimming weeds and grass to a height not exceeding twelve (12) inches. If the Owner fails to trim the weeds and grass as required, the Owner hereby authorizes and consents to the Association trimming the weeds and grass and charging the Owner the actual cost to provide such service plus a 5% administrative fee, along with any other costs and fees, including reasonable attorney fees, incurred by the Association or the Declarant in enforcing this Section 12.3. Declarant hereby declares, creates and reserves a vacant lot maintenance easement to the City granting the City the right, but not the obligation, to enter upon any vacant Lot in the Subdivision in order to inspect,

repair or restore any part of the Lot the City deems necessary so that the Lot is in compliance with all applicable provisions of the City of Watertown Code. A vacant Lot shall include any Lot that does not have an occupied principal dwelling that is used for single-family purposes at the time of inspection, repair or restoration. All actual costs, including professional fees and all other fees, as may be reimbursed pursuant to the applicable section of the City of Watertown Municipal Code, incurred by the City in exercising its right to inspect, repair or restore the Lot, shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid by such Owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special assessment or a special charge by the City.

12.4 Private Utility Easements

Declarant hereby declares, creates and reserves an easement over each Lot and Outlot in the Subdivision for purposes of underground installation and maintenance of electric, gas, telephone, cable television lines, and such other utilities or lines and equipment as may be necessary or desirable to service Lots within the Subdivision ("Private Utility Easements"). The Private Utility Easements are shown on the Plat, shown on the CSM, or are granted in separate easement instruments recorded in the Office of the Jefferson County Register of Deeds. Declarant or the Association further reserves the right to sign and record specific grants of easements to private utilities or similar entities on standard terms and conditions, which easements shall in all cases be located as described or reserved on the Plat, the CSM, or on a separate easement document.

12.5 Public Utility Easements

Declarant hereby grants and dedicates unto the City a perpetual easement forever over and across each of the Lots and the Outlot in the Subdivision (the "Public Utility Easement Area"), for the purpose of underground installation, construction, maintenance, and repair of sewers or pipelines necessarily or conveniently incident to the City's general plan for sewage disposal with all of its necessary apparatus and appurtenances and for pipeline or pipelines with valves, hydrants, main laterals, and service laterals, together with all necessary and appurtenant underground equipment, as deemed necessary by the City, for the transmission and distribution of water. Declarant acknowledges that the operation, maintenance and repair of the sewer and water mains shall be the sole responsibility of the City. Declarant, Owners and the Association agree the City shall have free access to the Public Utility Easement Area at all times necessary or convenient, to go over and upon the Public Utility Easement Area in order to perform any and all acts necessary or convenient for the City to install, maintain, repair or reconstruct the public sanitary sewers or watermain pipe.

12.6 Other Easements

Certain Lots and the Outlot are subject to utility easements and drainage easements as shown on the Plat or as shown on the CSM, as applicable. Owners and the Association shall be prohibited from installing structures, fences, or the

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planting of trees or landscaping within said easement areas. The only landscaping permitted within these easement areas would be grass or flowers with root structures that are less than 18 inches.

ARTICLE 13. TERMINATION

13.1 Termination

This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office. This Section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements or other restrictions herein that affect an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the City, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

ARTICLE 14. CONSTRUCTION AND EFFECT

14.1 Number and Gender

Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

14.2 Including

Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

14.3 Captions

The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

14.4 Severability

If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances

other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

14.5 Remedies

All remedies herein are cumulative.

14.6 Waivers

Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

14.7 Assignment of Declarant's Rights

Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

14.8 Other Regulation

Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 City Codes or Ordinances

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control or stormwater ordinance of the City. This Declaration shall not be amended to contravene any City codes or ordinances.

14.10 Developer's Agreement

The Subdivision may be subject to a Developer's Agreement between the Declarant and City regarding the Property, which, if executed, will be recorded with the Register's Office and on file in the office of the City clerk.

14.11 Basement Groundwater Restriction

Owners are advised of the groundwater restrictions shown on the Plat or on the CSM, as applicable. Although all Lots in the subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions which, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. Declarant recommends that either a licensed professional engineer or other soils expert design a basement and foundation that will meet Chapter 288 of the City municipal code and which will be suitable to withstand the various problems

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associated with bedrock near the ground surface, saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions, the presence of bedrock near the ground surface, and ground water levels should be subject to each Owner's special investigation prior to and during construction and no specific representation is made herein. If high groundwater is encountered that may affect excessive sump pump use, basement elevation may be raised, under certain conditions, and only with approval of the City Engineer or the City Building Inspector.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE ON FOLLOWING PAGE

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Executed at Waukesha, Wisconsin, on the 12th day of December 2025.

BIELINSKI DEVELOPMENT, INC.

By: _____
Paul Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS.

Personally came before me this 12 day of December, 2025, the above-named Paul Bielinski, President of Bielinski Development, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

LEAH BUSSE NOTARY PUBLIC STATE OF WISCONSIN

_____
Notary Public, Waukesha County, State of Wisconsin
My commission expires 4/9/27.
Leah Busse

This instrument was drafted by:
Attorney Christina L. Ruud
O'Neil, Cannon, Hollman, DeJong, and Laing S.C.
111 E. Wisconsin Avenue, Suite 1400
Milwaukee, Wisconsin 53202

Exhibit A
Legal Description

LEGAL DESCRIPTION:

All of Lots 1, 2, 3, and 4 of Certified Survey Map No. 6532, being a portion of Lot 1 of Certified Survey Map No. 3939, located in a part of the Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 6, Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, Wisconsin.

TAX IDENTIFICATION NUMBERS:

291-0815-0642-105	Lot 1 of CSM 6532	623 Belmont Dr
291-0815-0642-106	Lot 2 of CSM 6532	621 Belmont Dr
291-0815-0642-107	Lot 3 of CSM 6532	619 Belmont Dr
291-0815-0642-108	Lot 4 of CSM 6532	617 Belmont Dr

LEGAL DESCRIPTION:

All of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22. 23, 24. 25. 26. 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 and Outlot 1 of The Enclave at Hunter Oaks, being a redivision of Lot 1 of Certified Survey Map No. 3941 and the Remainder of Lot 1 of Certified Survey Map No. 3939, located in a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, Wisconsin.

TAX IDENTIFICATION NUMBERS:

291-0815-0642-109	Lot 5	615 Belmont Dr
291-0815-0642-110	Lot 6	613 Belmont Dr
291-0815-0642-111	Lot 7	611 Belmont Dr
291-0815-0642-112	Lot 8	609 Belmont Dr
291-0815-0642-113	Lot 9	1350 Enclave Ln
291-0815-0642-114	Lot 10	1346 Enclave Ln
291-0815-0642-115	Lot 11	1342 Enclave Ln
291-0815-0642-116	Lot 12	1338 Enclave Ln
291-0815-0642-117	Lot 13	1334 Enclave Ln
291-0815-0642-118	Lot 14	1330 Enclave Ln
291-0815-0642-119	Lot 15	1326 Enclave Ln
291-0815-0642-120	Lot 16	1322 Enclave Ln
291-0815-0642-121	Lot 17	1318 Enclave Ln

291-0815-0642-122	Lot 18	1314 Enclave Ln
291-0815-0642-123	Lot 19	1310 Enclave Ln
291-0815-0642-124	Lot 20	1306 Enclave Ln
291-0815-0642-125	Lot 21	1302 Enclave Ln
291-0815-0642-126	Lot 22	1305 Enclave Ln
291-0815-0642-127	Lot 23	1309 Enclave Ln
291-0815-0642-128	Lot 24	1315 Enclave Ln
291-0815-0642-129	Lot 25	1325 Enclave Ln
291-0815-0642-130	Lot 26	1339 Enclave Ln
291-0815-0642-131	Lot 27	1345 Enclave Ln
291-0815-0642-132	Lot 28	597 Belmont Dr
291-0815-0642-133	Lot 29	595 Belmont Dr
291-0815-0642-134	Lot 30	593 Belmont Dr
291-0815-0642-135	Lot 31	1347 Steeplechase Dr
291-0815-0642-136	Lot 32	1341 Steeplechase Dr
291-0815-0642-137	Lot 33	608 Belmont Dr
291-0815-0642-138	Lot 34	606 Belmont Dr
291-0815-0642-139	Lot 35	604 Belmont Dr
291-0815-0642-140	Lot 36	602 Belmont Dr
291-0815-0642-141	Lot 37	598 Belmont Dr
291-0815-0642-142	Lot 38	596 Belmont Dr
291-0815-0642-143	Lot 39	594 Belmont Dr
291-0815-0642-144	Lot 40	592 Belmont Dr
291-0815-0642-145	Lot 41	1411 Steeplechase Dr
291-0815-0642-146	Lot 42	1415 Steeplechase Dr
291-0815-0642-147	Lot 43	1419 Steeplechase Dr
291-0815-0642-148	Lot 44	1423 Steeplechase Dr

Exhibit B

Certified Survey Map No. 6532

[See attached.]

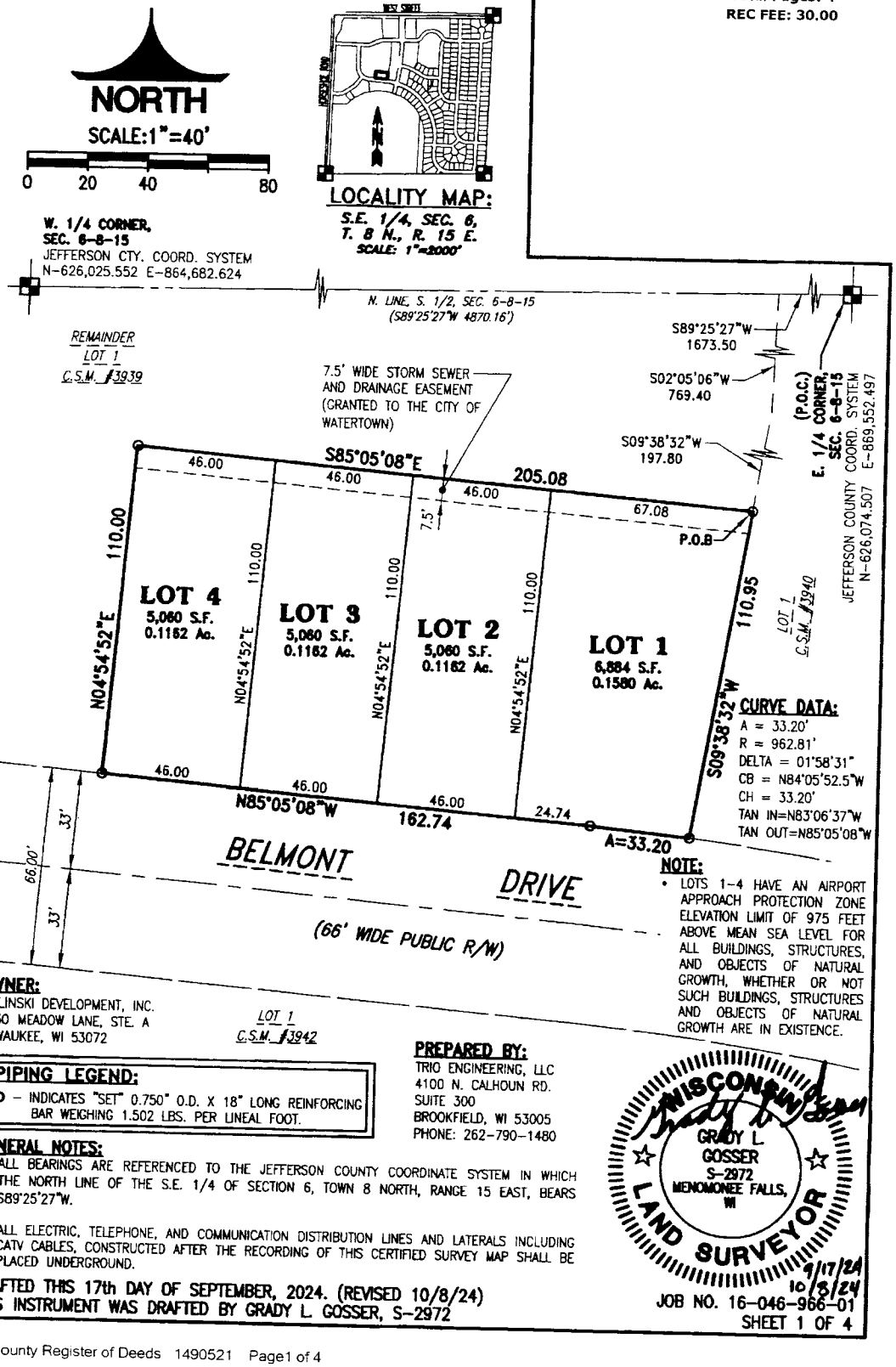
Jefferson County Register of Deeds 1502271 Page36 of 43

DocId:8226851
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1490521
MAP #: 6532
Office of Register of Deeds
Jefferson County, WI
RECEIVED FOR RECORD
12/13/2024 12:07:19 PM
Staci M. Hoffman
Total Pages: 4
REC FEE: 30.00

CERTIFIED SURVEY MAP NO. 6532

A PORTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3939, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.



NOTE:
- LOTS 1-4 HAVE AN AIRPORT APPROACH PROTECTION ZONE ELEVATION LIMIT OF 975 FEET ABOVE MEAN SEA LEVEL FOR ALL BUILDINGS, STRUCTURES, AND OBJECTS OF NATURAL GROWTH, WHETHER OR NOT SUCH BUILDINGS, STRUCTURES AND OBJECTS OF NATURAL GROWTH ARE IN EXISTENCE.

OWNER:
BIELINSKI DEVELOPMENT, INC.
1830 MEADOW LANE, STE. A
PEWAUKEE, WI 53072

PREPARED BY:
TRIO ENGINEERING, LLC
4100 N. CALHOUN RD.
SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480

PIPING LEGEND:
O - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.

GENERAL NOTES:
- ALL BEARINGS ARE REFERENCED TO THE JEFFERSON COUNTY COORDINATE SYSTEM IN WHICH THE NORTH LINE OF THE S.E. 1/4 OF SECTION 6, TOWN 8 NORTH, RANGE 15 EAST, BEARS S89°25'27"W.
- ALL ELECTRIC, TELEPHONE, AND COMMUNICATION DISTRIBUTION LINES AND LATERALS INCLUDING CATV CABLES, CONSTRUCTED AFTER THE RECORDING OF THIS CERTIFIED SURVEY MAP SHALL BE PLACED UNDERGROUND.

WISCONSIN GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI LAND SURVEYOR
9/17/24
10/8/24

DRAFTED THIS 17th DAY OF SEPTEMBER, 2024. (REVISED 10/8/24)
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 16-046-966-01
SHEET 1 OF 4

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CERTIFIED SURVEY MAP NO. 6532

A PORTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3939, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

I have surveyed, divided and mapped a portion of Lot 1 of Certified Survey Map No. 3939, being located in a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Town 8 North, Range 15 East, Jefferson County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 6; Thence South 89°25'27" West and along the North line of the South 1/2 of said Section, 1673.50 feet to a point; Thence South 02°05'06" West and along the East line of said Lot 1 of said Certified Survey Map No. 3939 and the Northerly extension thereof, 769.40 feet to a point; Thence South 09°38'32" West and along the said East line of said Lot 1, 197.80 feet to the place of beginning of lands hereinafter described;

Continuing thence South 09°38'32" West and along the said East line of said Lot 1, 110.95 feet to a point on the North Right-of-Way line of "Belmont Drive"; Thence Northwesterly 33.20 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 962.81 feet, whose central angle is 01°58'31", and whose chord bears North 84°05'52.5" West, 33.20 feet to a point of tangency; Thence North 85°05'08" West and along the said North Right-of-Way line, 162.74 feet to a point; Thence North 04°54'52" East, 110.00 feet to a point; Thence South 85°05'08" East, 205.08 feet to the point of beginning of this description.

Said Parcel contains 22,064 Square Feet (or 0.5066 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of **Bielinski Development, Inc.**, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Watertown in surveying, dividing and mapping the same.

Dated this 17th day of September, 20 24.
REVISED: 10/8/24

Grady L. Gosser

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 17th Day of SEPTEMBER, 2024. (REVISED 10/8/24)
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972
I:\ LOBBYS W\DOCS DOCUMENT\966 16046-04 Hunter Oaks Single Family Subdivision Documents\Survey\530-Certified Survey Map\Enclave\CSM01.doc

Job. No. 16-046-966-01
SHEET 2 OF 4

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CERTIFIED SURVEY MAP NO. 6532

A PORTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3939, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Bielinski Development, Inc., as owner, does hereby certify that said Corporation has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Watertown, this 12th day of December, 20 24.

Bielinski Development, Inc.

Frank Bielinski, President

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this 12 day of DECEMBER, 2024, Frank Bielinski, President, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

NOTARY PUBLIC

Print Name: Jean Busse
Notary Public, Dane County, WI
My commission expires: 4/9/27

Grady L. Gosser

9/17/24
10/8/24

Drafted this 17th Day of SEPTEMBER, 2024. (REVISED 10/8/24)
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972
L:\LOBBYS\WPDOCS\DOCUMENT 906\16046-04 Hunter Oaks Single Family Subdivision\Documents\Survey\530-Certified Survey Map\Enclave\CSM01.doc

Job. No. 16-046-966-01
SHEET 3 OF 4

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CERTIFIED SURVEY MAP NO. 6532

A PORTION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3939, BEING LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

CITY OF WATERTOWN PLAN COMMISSION APPROVAL CERTIFICATE:

This Certified Survey Map, in the City of Watertown, is hereby approved by the Plan Commission of the City of Watertown.

Approved as of this 14 day of October, 2024.

Date: 12/13/24

Emily McFarland, Mayor

I hereby certify that the foregoing is a true and correct copy of a Certified Survey Map adopted by the Plan Commission of the City of Watertown.

Date: 12/13/24

Megan Dunneisen, City Clerk

Grady L. Gosser

9/17/24
10/8/24

Drafted this 17th Day of SEPTEMBER, 2024. (REVISED 10/8/24)
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972
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Job. No. 16-046-966-01
SHEET 4 OF 4

Exhibit C

Plat

[See attached.]

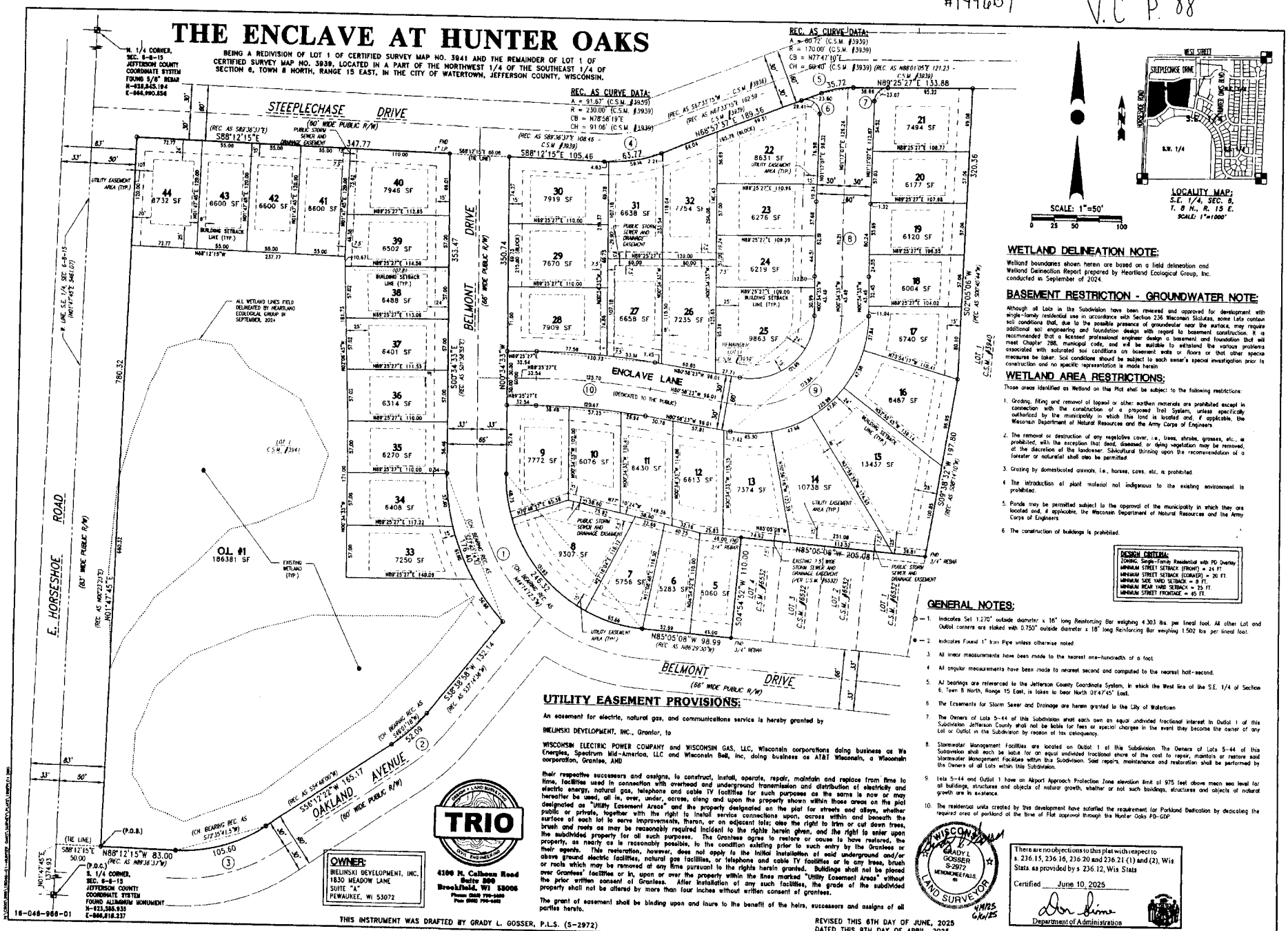
Jefferson County Register of Deeds 1502271 Page41 of 43

Jefferson County Register of Deeds 1502271 Page42 of 43

#1496157 V.C P. 88

THE ENCLAVE AT HUNTER OAKS

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3941 AND THE REMAINDER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3939, LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.



WETLAND DELINEATION NOTE:

Wetland boundaries shown herein are based on a field delineation and Wetland Delineation Report prepared by Heartland Ecological Group, Inc. conducted in September of 2024.

BASEMENT RESTRICTION - GROUNDWATER NOTE:

Although all Lots in this Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will meet Chapter 78B, municipal code, and will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

WETLAND AREA RESTRICTIONS:

Those areas identified as Wetland on the Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited except in connection with the construction of a proposed Trail System, unless specifically authorized by the municipality in which this land is located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner. Silvicultural thinning upon the recommendation of a forester or naturalist shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

DESIGN CRITERIA:
ZONING: Single-Family Residential with PD Overlay
MINIMUM STREET SETBACK (FRONT) = 24 FT.
MINIMUM STREET SETBACK (CORNER) = 20 FT.
MINIMUM SIDE YARD SETBACK = 8 FT.
MINIMUM REAR YARD SETBACK = 25 FT.
MINIMUM STREET FRONTAGE = 45 FT.

GENERAL NOTES:

1. Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs per lineal foot.
2. Indicates Found 1" Iron Pipe unless otherwise noted.
3. All linear measurements have been made to the nearest one-hundredth of a foot.
4. All angular measurements have been made to nearest second and computed to the nearest half-second.
5. All bearings are referenced to the Jefferson County Coordinate System, in which the West line of the S.E. 1/4 of Section 6, Town 8 North, Range 15 East, is taken to bear North 01°47'45" East.
6. The Easements for Storm Sewer and Drainage are herein granted to the City of Watertown.
7. The Owners of Lots 5-44 of this Subdivision shall each own an equal undivided fractional interest in Outlot 1 of this Subdivision. Jefferson County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
8. Stormwater Management Facilities are located on Outlot 1 of this Subdivision. The Owners of Lots 5-44 of this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
9. Lots 5-44 and Outlot 1 have an Airport Approach Protection Zone elevation limit of 975 feet above mean sea level for all buildings, structures and objects of natural growth, whether or not such buildings, structures and objects of natural growth are in existence.
10. The residential units created by this development have satisfied the requirement for Parkland Dedication by dedicating the required area of parkland at the time of Plat approval through the Hunter Oaks PD-GDP.

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

BIELINSKI DEVELOPMENT, INC., Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Spectrum Mid-America, LLC and Wisconsin Bell, Inc, doing business as AT&T Wisconsin, a Wisconsin corporation, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

OWNER:
BIELINSKI DEVELOPMENT, INC.
1830 MEADOW LANE
SUITE "A"
PEWAUKEE, WI 53072

TRIO ENGINEERED SOLUTIONS
4100 N. Calhoun Road
Suite 200
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

WISCONSIN LAND SURVEYOR GRADY L GOSSER S-2972 MENOMONEE FALLS, WI
4/11/25
6/6/25

REVISED THIS 6TH DAY OF JUNE, 2025
DATED THIS 8TH DAY OF APRIL, 2025

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis Stats. as provided by s 236.12, Wis Stats

Certified June 10, 2025

Department of Administration

SHEET 1 OF 2

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V. C P. 88a

THE ENCLAVE AT HUNTER OAKS

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3941 AND THE REMAINDER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3939, LOCATED IN A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWN 8 NORTH, RANGE 15 EAST, IN THE CITY OF WATERTOWN, JEFFERSON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have Surveyed, divided and mapped a redivision of Lot 1 of Certified Survey Map No. 3941, Recorded in the Office of the Register of Deeds for Jefferson County on April 11, 2000 as Document No. 1035218 and the remainder of Lot 1 of Certified Survey Map No. 3939, Recorded in the Office of the Register of Deeds for Jefferson County on April 11, 2000 as Document No. 1035218, all being located in a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 6, thence North 01°47'45" East and along the West line of the said Southeast 1/4 of said Section 6, 1374.83 feet to a point; Thence South 88°12'15" East, 50.00 feet along a tie line to a point on the East Right-of-Way line of "E. Horseshoe Road" and the place of beginning of lands hereinafter described;

Thence North 01°47'45" East and along the said East Right-of-Way line, 780.32 feet to a point on the South Right-of-Way line of "Steeplechase Drive"; Thence South 88°12'15" East and along the said South Right-of-Way line, 347.77 feet to a point on the West Right-of-Way line of "Belmont Drive"; Thence South 88°12'15" East along a tie line, 66.06 feet to a point; Continuing thence South 88°12'15" East and along the said South Right-of-Way line of said "Steeplechase Drive", 105.48 feet to a point of curvature; Thence Northeasterly 83.77 feet along the said South Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 180.00 feet, whose central angle is 22°50'08", and whose chord bears North 80°22'41" East, 83.35 feet to a point of tangency; Thence North 68°57'37" East and along the said South Right-of-Way line, 189.38 feet to a point of curvature; Thence Northeasterly 35.72 feet along the said South Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 100.00 feet, whose central angle is 20°27'50", and whose chord bears North 79°11'32" East, 35.53 feet to a point of tangency; Thence North 89°25'27" East and along the said South Right-of-Way line, 133.88 feet to a point on the West line of Certified Survey Map No. 3940; Thence South 02°05'08" West and along the said West line, 320.36 feet to a point; Thence South 09°38'32" West and along the said West line, 197.80 feet to a point on the North line of Certified Survey Map No. 8532; Thence North 85°05'08" West and along the said North line, 205.08 feet to a point on the West line of said Certified Survey Map No. 8532; Thence South 04°54'52" West and along the said West line, 110.00 feet to a point on the North Right-of-Way line of said "Belmont Drive"; Thence North 85°05'08" West and along the said North Right-of-Way line, 98.99 feet to a point of curvature; Thence Northwesterly 246.32 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 187.00 feet, whose central angle is 84°30'35", and whose chord bears North 42°49'50.5" West, 224.59 feet to a point of tangency; Thence North 00°34'33" West and along the East Right-of-Way line of said "Belmont Drive", 350.74 feet to a point; Thence North 88°12'15" West along a tie line, 66.06 feet to a point; Thence South 00°34'33" East and along the said West Right-of-Way line, 353.47 feet to a point of curvature; Thence Southeasterly 176.40 feet along the said West Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 233.00 feet, whose central angle is 43°22'38", and whose chord bears South 22°15'52" East, 172.22 feet to a point on the North Right-of-Way line of "Oakland Avenue"; Thence South 38°38'58" West and along the said North Right-of-Way line, 132.16 feet to a point of curvature; Thence Southwesterly 52.09 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 170.00 feet, whose central angle is 17°33'24", and whose chord bears South 47°25'40" West, 51.89 feet to a point of tangency; Thence South 56°12'22" West and along the said North Right-of-Way line, 185.17 feet to a point of curvature; Thence Southwesterly 105.80 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 170.00 feet, whose central angle is 35°39'23", and whose chord bears South 74°00'03.5" West, 103.91 feet to a point of tangency; Thence North 88°12'15" West and along the said North Right-of-Way line, 83.00 feet to the point of beginning of this description.

Said Parcels contain 516,883 Square Feet (or 11.8678 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of BIELINSKI DVELOPMENT, INC., owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Subdivision Regulations of the City of Watertown in surveying, dividing and mapping the same.

Dated this 9th Day of APRIL, 20 25.
REVISED: 6/6/25

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

TRIO ENGINEERING, LLC
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WISCONSIN
GRADY L GOSSER
S-2972
MENOMONEE FALLS, WI
LAND SURVEYOR

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

BIELINSKI DEVELOPMENT, INC., a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:
1. City of Watertown

AGENCIES WHO MAY OBJECT:
1. State of Wisconsin, Department of Administration
2. Jefferson County, Planning and Zoning Department

Witness the hand and seal of said Owner this 16th day of June, 2025.

BIELINSKI DEVELOPMENT, INC.

Frank Bielinski, President

STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

Personally came before me this 16 day of June, 2025, the above named Frank Bielinski, President, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Diana L. Schultz
Print Name: Diana L Schultz
Public, Waukesha County, WI
My Commission Expires: 3/27/27

There are no objections to this plat with respect to s 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis Stats. as provided by s 236.12, Wis Stats
Certified June 10, 2025
Department of Administration

Diana L. Schultz
Notary Public, State of Wisconsin

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF JEFFERSON)

I, Kelly Slade, being duly elected, qualified and acting County Treasurer of the County of Jefferson, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this 19th Day of June, 20 25 on any of the land included in the Plat of "THE ENCLAVE AT HUNTER OAKS".

Dated this 19th Day of June, 20 25.

Kelly Slade, County Treasurer

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN)
) SS
COUNTY OF OZAUKEE)

I, Mark Stevens, being duly appointed, qualified and acting City of Watertown Finance Director, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this 17th Day of June, 20 25 on any of the land included in the Plat of "THE ENCLAVE AT HUNTER OAKS".

Dated this 17 Day of June, 20 25.

Mark Stevens, Finance Director

CITY OF WATERTOWN PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved, that the plat known as "THE ENCLAVE AT HUNTER OAKS", being a Subdivision of a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Town 8 North, Range 15 East, in the City of Watertown, Jefferson County, Wisconsin, BIELINSKI DEVELOPMENT, INC., owner, having been approved by the City of Watertown Planning Commission is hereby approved conditionally by the Common Council.

APPROVED AND SIGNED:

Dated this 17 Day of June, 20 25.

Robert Stocks, Mayor

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Watertown, and that all conditions of approval have been met as of this 20 Day of May, 20 25.

Dated this 17 Day of June, 20 25.

Megan Dunnelsen, City Clerk

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	WEST BOUNDARY	233.00	43°22'38"	176.40	172.22	S22°15'52"E	S00°34'33"E	S43°57'11"E
	35	233.00	0°07'55"	0.54	0.54	S00°38'30.5"E	S00°34'33"E	S00°42'28"E
	34	233.00	14°05'52"	57.60	57.45	S07°47'24"E	S00°42'28"E	S14°52'20"E
	33	233.00	15°08'51"	61.60	61.42	S22°26'45.5"E	S14°52'20"E	S30°01'11"E
	O.L. 1	233.00	13°56'00"	56.66	56.52	S36°59'11"E	S30°01'11"E	S43°57'11"E
	EAST BOUNDARY	167.00	84°30'35"	246.32	224.59	N42°49'50.5"W	N85°05'08"W	N00°34'33"W
	9	167.00	16°43'09"	48.73	48.56	N08°56'07.5"W	N17°17'42"W	N00°34'33"W
	8	167.00	45°15'54"	131.93	128.53	N39°55'39"W	N62°33'36"W	N17°17'42"W
	7	167.00	27°31'32"	80.66	79.89	N76°49'22"W	N85°05'08"W	N62°33'36"W
2	BOUNDARY	170.00	17°33'24"	52.09	51.89	S47°25'40"W	S38°38'58"W	S56°12'22"W
3	BOUNDARY	170.00	35°39'23"	105.80	103.91	S74°00'03.5"W	S56°12'22"W	N88°12'15"W
4	BOUNDARY	160.00	22°50'08"	63.77	63.35	N80°22'41"E	S88°12'15"E	N68°57'37"E
	30	160.00	1°39'33"	4.63	4.63	S89°02'01.5"E	S88°12'15"E	S89°51'48"E
	31	160.00	21°10'35"	59.14	58.80	N79°32'54.5"E	S89°51'48"E	N68°57'37"E
5	BOUNDARY	100.00	20°27'50"	35.72	35.53	N79°11'32"E	N68°57'37"E	N89°25'27"E
6	22	15.00	112°19'30"	29.41	24.92	N54°52'38"W	N01°17'07"E	S68°57'37"W
7	21	15.00	88°08'20"	23.07	20.87	N45°21'17"E	N01°17'07"E	N89°25'27"E
8	C/L	2500.00	1°51'40"	81.21	81.21	N00°21'17"E	N00°34'33"W	N01°17'07"E
	WEST R/W	2530.00	1°51'40"	82.19	82.18	N00°21'17"E	N00°34'33"W	N01°17'07"E
	23	2530.00	0°51'12"	37.68	37.68	N00°51'31"E	N00°25'55"E	N01°17'07"E
	24	2530.00	1°00'28"	44.51	44.51	N00°04'19"W	N00°34'33"W	N00°25'55"E
	EAST R/W	2470.00	1°51'40"	80.24	80.23	N00°21'17"E	N00°34'33"W	N01°17'07"E
	19	2470.00	1°17'31"	55.69	55.69	N00°38'21.5"E	N00°00'24"W	N01°17'07"E
	18	2470.00	0°34'09"	24.55	24.55	N00°17'28.5"W	N00°34'33"W	N00°00'24"W

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
9	C/L	100.00	99°36'10"	173.84	152.76	N49°13'32"E	S80°58'23"E	N00°34'33"W
	25	70.00	99°36'10"	121.69	106.93	N49°13'32"E	S80°58'23"E	N00°34'33"W
	EAST R/W	130.00	99°36'10"	225.99	198.59	N49°13'32"E	S80°58'23"E	N00°34'33"W
	17	130.00	16°40'31"	37.84	37.70	N07°45'42.5"E	N16°05'58"E	N00°34'33"W
	16	130.00	20°58'17"	47.58	47.32	N26°35'06.5"E	N37°04'15"E	N16°05'58"E
	15	130.00	20°58'06"	47.61	47.35	N47°33'48"E	N58°03'21"E	N37°04'15"E
	14	130.00	21°00'23"	47.66	47.40	N68°33'32.5"E	N79°03'44"E	N58°03'21"E
	13	130.00	19°57'53"	45.30	45.07	N89°02'40"E	S80°58'23"E	N79°03'44"E
10	C/L	750.00	9°36'10"	125.70	125.55	N85°46'28"W	N80°58'23"W	S89°25'27"W
	NORTH R/W	780.00	9°36'10"	130.73	130.58	N85°46'28"W	N80°58'23"W	S89°25'27"W
	28	780.00	5°41'58"	77.59	77.56	N87°43'34"W	N84°52'35"W	S89°25'27"W
	27	780.00	3°54'12"	53.14	53.13	N82°55'29"W	N80°58'23"W	N84°52'35"W
	SOUTH R/W	720.00	9°36'10"	120.67	120.53	N85°46'28"W	N80°58'23"W	S89°25'27"W
	9	720.00	2°54'10"	36.48	36.48	N89°07'28"W	N87°40'23"W	S89°25'27"W
	10	720.00	4°33'21"	57.25	57.23	N85°23'42.5"W	N83°07'02"W	N87°40'23"W
	11	720.00	2°08'39"	26.94	26.94	N82°02'42.5"W	N80°58'23"W	N83°07'02"W

16-046-966-01

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

REVISED THIS 6TH DAY OF JUNE, 2025
DATED THIS 9TH DAY OF APRIL, 2025